

<b>GOVERNMENT OF THE DISTRICT OF COLUMBIA</b> <b>TASK ORDER/DELIVERY ORDER FOR SERVICES</b> <b>OFFEROR TO COMPLETE BLOCKS 18 &amp; 29</b>				1. REQUISITION NUMBER		PAGE  1 of 4	
2. TASK ORDER AGREEMENT NO.  CW54792		3. Award/Effective Date  See Block 30c.		4. CONTRACT NUMBER  GS-35F-0460X		5. SOLICITATION NUMBER  Doc333733	
7. FOR SOLICITATION INFORMATION CONTACT Email: georgette.johnson@dc.gov		A. NAME  Georgette Johnson		B. TELEPHONE (No Collect Calls)  202-727-1104		8. OFFER DUE DATE:  08/24/2017	
9. ISSUED BY  Office of Contracting and Procurement 441 4 <sup>TH</sup> Street, N.W., Suite 700 South Washington, D.C. 20001				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE %FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUS. <input type="checkbox"/> DCSS  SIC: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> N/A	
						12. PAYMENT DISCOUNT TERMS  Net 30 days	
						13. RESERVED  14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFTOP <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP <input type="checkbox"/> 2-STEP	
5. CONTRACTOR / OFFEROR  SADA Systems 5250 Lankershim Blvd Suite 620 North Hollywood, C.A. 91601				16. PAYMENT WILL BE MADE BY CODE  DC Office of the Chief Technology Officer/Account Payable 200 I Street S.E Washington, D.C. 20003			
15A DUNS NO.      15B TAX ID NO.				18. ADMINISTERED BY DC Office of the Chief Technology Officer 200 I Street S.E Washington, D.C. 20003			
17. DELIVER TO DC Office of the Chief Technology Officer 200 I Street S.E Washington, D.C. 20003				18A. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			
				18B. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 16 UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19 ITEM NO.	20 SCHEDULE OF SUPPLIES/SERVICES			21 QUANTI TY	22 UNIT	23 UNIT PRICE	24 AMOUNT
0001	Google Apps Enterprise License			1	Lot	\$3.49	\$191,950.00
25. ACCOUNTING AND APPROPRIATION DATA  PURCHASE ORDER NO.				26. TOAL AWARD (FOR GOVT. USE ONLY)  \$191,950.00			
27. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ONE COPY TO THE ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL PAGES SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS OF THE CONTRACT IDENTIFIED IN BLOCK 4.				28. THE FOLLOWING DOCUMENTS ARE INCORPORATED BY REFERENCE INTO THIS TASK ORDER IN THE FOLLOWING PRIORITY: (1) CONTRACTOR'S Technical proposal THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS OF THE CONTRACT IDENTIFIED IN BLOCK 4.			
29A. SIGNATURE OF OFFEROR /CONTRACTOR  <i>Annie Safoian</i>				30A. DISTRICT OF COLUMBIA (SIGNATURE OF CONTRACTING OFFICER)  <i>Chris Yi</i>			
29B. NAME AND TITLE OF SIGNER (TYPE OR PRINT)  Annie Safoian, CFO		29C. DATE SIGNED  10/04/2017		30B. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  Chris Yi Contracting Officer		30C DATE SIGNED  10-5-17	

## **Task Order Agreement No. CW54792**

### **1. SERVICES REQUIRED**

The Government of the District of Columbia, Office of Contracting and Procurement (OCP), on behalf of the Office of the Chief Technology Officer (OCTO) seeks a Contractor to provide Google Apps Enterprise license renewals.

### **2. CONTRACT NUMBER**

CW54792

### **3. TASK ORDER NUMBER**

GS-35F-0460X

### **4. TERM OF CONTRACT**

The period of performance shall be from the date of Award through September 30, 2018.

#### **4.1 Option to extend the term of the Contract**

4.1.1 The District may extend the term of this contract for a period of four (4) one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

4.1.2 If the District exercises this option, the extended contract shall be considered to include this option provision.

4.1.3 The price for the option period(s) shall be as specified in the Attachment B of the contract.

4.1.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

### **5. CONTRACTING OFFICER (CO)**

Contracts may be entered into and signed on behalf of the District Government only by Contracting Officers. The name, address and telephone number of the Contracting Officer for this task order is:

**Chris Yi  
Office of Contracting and Procurement  
441 4<sup>th</sup> Street, NW, Suite 700S  
Washington, D.C. 20001**

**Email:** [Chris.Yi@dc.gov](mailto:Chris.Yi@dc.gov)

**6. AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

- 6.1** The CO is the only person authorized to approve changes in any of the requirements of this contract.
- 6.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.
- 6.3** In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

**7. CONTRACT ADMINISTRATOR (CA)**

- 7.1** The CA is responsible for the technical administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the CA is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in writing by the Contracting Officer. The CA for this task order is:

**Page Kalapasev**  
**Office of the Chef Technology Officer**  
**200 I Street S.E., 5<sup>th</sup> Floor**  
**Email: [Page.Kalapasev@dc.gov](mailto:Page.Kalapasev@dc.gov)**

- 7.2** It is understood and agreed that the CA shall not have the authority to make changes in the specifications/scope of work or terms and conditions of the contract.
- 7.3** Contractor shall be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer, may be denied compensation or other relief for any additional work performed that is not so authorized, and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

**8. PAYMENT**

The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

**9. INVOICE SUBMITTAL**



## **Task Order Agreement No. CW54792**

- a) The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in this contract. Invoices shall be prepared in duplicate and submitted to the Accounts Payable at the Office of the Chief Technology Officer, with a concurrent copy to the Contracts Administrator (CA) specified in Section 7. The address of the Accounts Payable office of this task order is:

**Office of the Chief Technology Officer/ Accounts Payable**  
**200 I Street, SE, Room 5410-D**  
**Washington, DC 20003**  
**Email: [octo.accountspayable@dc.gov](mailto:octo.accountspayable@dc.gov)**

- b) To constitute a proper invoice, the Contractor shall submit the following information:
- i. Contractor's name and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.);
  - ii. Task Order Agreement Number and Purchase Order Number. Assignment of an invoice number by the contractor is also recommended;
  - iii. Description, price, quantity, and dates of work actually performed;
  - iv. Other supporting documentation or information, as required by the Contracting Officer;
  - v. Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
  - vi. Name, title, phone number of person preparing the invoice;
  - vii. Authorized signature.

## **10. ATTACHMENTS**

10.1 Attachment A – Statement of Work

10.2 Attachment B - Price Schedule

**ATTACHMENT A**  
**Statement of Work**

**A.1 Scope**

The Government of the District of Columbia, Office of Contracting and Procurement (OCP), on behalf of the Office of the Chief Technology Officer (OCTO) seeks a Contractor to provide Google Apps Enterprise license renewals.

**A.2 Applicable Documents**

Not applicable.

**A.3 Definitions**

Not applicable.

**A.4 Background**

- A.4.1 Email as well as online real-time collaboration services are mission-critical to the operations of DC Government. As such, the DC Government citywide email system is vital to the daily operation and emergency preparedness capability of our government. The DC Government email infrastructure is based on the Microsoft Active Directory and Microsoft Exchange core services. However, DC Government also leverages the Google Apps Enterprise platform to provide its user base with the ability to collaborate in real-time using such Google Apps as Google Docs and Google Spreadsheets, as well as Google Sites, Google Videos.
- A.4.2 Over the last few years Google Apps platform has become an integral of the collaborative services offered by the Office of the Chief Technology, DC Government. A number of DC Government agencies have successfully leveraged the Google Apps platform to deploy a number of applications, such as: sites, documents, as well as videos (intranet YouTube sites). Google Apps platform has become part of the core services offered by the Office of the Chief Technology Officer.

**A.5 Requirements**

- A.5.1 The Contractor shall provide the following licenses:

Item No.	Product	Product Description	Qty
0001	Google Apps Enterprise Licenses	Google Apps Enterprise Licenses (Including 45,000 Licenses for Educational Users)	55,000

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A.5.2 The Contractor shall provide only the most current models, components and accessories in new, fully operational, factory sealed condition, with all applicable licenses.

A.5.3 The Contractor shall warrants and represents that the equipment is eligible for the manufacturer's normal [and extended] warranty and support within the United States to Authorized Users.

A.5.4 The Contractor shall provide a copy of an authorized reseller agreement or certification from the manufacturer.

**ATTACHMENT B**  
**Price Schedule**

**B.1 Base Year**

Contract Line Number (CLIN)	Product	Product Description	Qty	Unit Price	Price
0001	Google Apps Enterprise Licenses	Google Apps Enterprise Licenses (Including 45,000 Licenses for Educational Users)	55,000	\$3.49	\$191,950.00
<b>BASE YEAR TOTAL</b>					<b>\$191,950.00</b>

**B.2 Option Period One (1)**

Contract Line Number (CLIN)	Product	Product Description	Qty	Unit Price	Price
1001	Google Apps Enterprise Licenses	Google Apps Enterprise Licenses (Including 45,000 Licenses for Educational Users)	55,000	\$3.49	\$191,950.00
<b>OPTION YEAR 1 TOTAL</b>					<b>\$191,950.00</b>

**B.3 Option Period Two (2)**

Contract Line Number (CLIN)	Product	Product Description	Qty	Unit Price	Price
2001	Google Apps Enterprise Licenses	Google Apps Enterprise Licenses (Including 45,000 Licenses for Educational Users)	55,000	\$3.49	\$191,950.00
<b>OPTION YEAR 2 TOTAL</b>					<b>\$191,950.00</b>

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**B.4 Option Period Three (3)**

<b>Contract Line Number (CLIN)</b>	<b>Product</b>	<b>Product Description</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Price</b>
3001	Google Apps Enterprise Licenses	Google Apps Enterprise Licenses (Including 45,000 Licenses for Educational Users)	55,000	\$3.49	\$191,950.00
<b>OPTION YEAR 3 TOTAL</b>					<b>\$191,950.00</b>

**B.5 Option Period Four (4)**

<b>Contract Line Number (CLIN)</b>	<b>Product</b>	<b>Product Description</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Price</b>
4001	Google Apps Enterprise Licenses	Google Apps Enterprise Licenses (Including 45,000 Licenses for Educational Users)	55,000	\$3.49	\$191,950.00
<b>OPTION YEAR 4 TOTAL</b>					<b>\$191,950.00</b>